



GOVERNMENT GREETER AGREEMENT



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THIS GREETER AGREEMENT made this 6th day of September 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Department of Tourism (hereinafter referred to as "Government") and Dean Aubain here in after referred to as "Greeter").

WITNESSETH:

WHEREAS, the Government created a Visitor Experience Division to enhance the US Virgin Islands tourism product.

WHEREAS, the visitor experience program's purpose is to provide an authentic Virgin Islands welcome and departure experience for guests at the cruise and airports in addition to enhancing community awareness; and

WHEREAS, as a condition of the Government's Visitor Experience program, the Government was tasked with the hiring of Greeter has to sustain the program and provide advertising and promotional opportunities for the Government.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bounded by this written instrument, the parties hereto do covenant and agree as follows:

1. The Greeter is hired by the Department of Tourism on a per diem, and as needed basis **only.**
2. The Greeter shall be compensated at **\$14.00 per hour for actual work performed.** The Greeter shall be responsible for the payment of all applicable federal and local taxes associated with the per diem compensation.
 - a. **The Greeter's status as an independent contractor does not qualify to receive any Government employment fringe benefits.**
 - b. Initial compensation may take up to six (6) weeks for processing after effective date of this agreement.
 - c. The Greeter will be paid for services performed on behalf of the Department of Tourism. Compensation shall be on a bi-weekly basis and payable within 30 days.
3. **The Greeter's scheduled hours are as needed by the department and shall not exceed forty (40 hours) hours bi-weekly except for unforeseen circumstances such as air line delays, special events, staffing request and training/meetings.** If overtime is acquired due to the aforementioned reasons, the Visitor Experience Director must approve it. Hours of work may include weekends and holidays at the same rate of pay designated in section 2 above. To verify time worked, the Greeter will either sign a time card and/or time sheet

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or punch a time clock at the site assigned to work, which may include but not limited to the Cyril E. King Airport, Austin Babe Monsanto Crown Bay Center, West Indian Company Dock and Waterfront Welcome Center, Tourism Department Main Office, Urman Victor Fredericks Marine Terminal, Red Hook and Loredon L. Boynes, Sr. Dock, Cruz Bay.

4. The term of this agreement shall be for one (1) year, commencing upon the execution date of the Commissioner of the Department of Property and Procurement unless extended by mutual agreement of all parties. Tourism may terminate this agreement in its sole discretion, at any given time.
5. The Greeter will provide his/her own transportation to and from the site designated by Tourism.
6. Tourism will provide three (3) uniform shirts which are required to be worn during work hours. If the Greeter does not complete the terms of this agreement indicated in paragraph 4, the Greeter will be responsible to return said shirts to Tourism or reimburse Tourism for the cost of the shirts, which may be deducted from the Greeter's last paycheck.
7. The Greeter shall dress professionally in the shirt that is provided by Tourism accompanied with either a beige, khaki or black pants or skirt and black or brown closed toe shoes. Accessories, such as jewelry, should be minimal. No headscarves are allowed to be worn during work hours. Department of Tourism Greeters' uniform shirts should only be worn while working the scheduled shift. Under no circumstances should the shirt be worn while working at any other establishment.
8. The Greeter may be terminated by Tourism with or without cause upon two written days' notice. Notwithstanding, the Greeter may be terminated immediately if suspected of intoxication, and indecorous behavior during the performance of services.
9. Upon termination or completion of the term of participation in the Greeter's program, the Greeter shall return all government property, including but not limited to, keys and all identification badges issued from either the Virgin Islands Port Authority or the Government of the Virgin Islands. The Greeter will not receive the last paycheck until all government property is returned.
10. The Greeter acknowledges that:
 - a. He/she is over the age of 18 years old;
 - b. Alcoholic beverages will be served to visitors arriving in the Territory;
 - c. He/she will not taste, sample or drink any of the alcoholic beverages provided to visitors while working on behalf of Tourism.
11. The Greeter will limit use of cellular telephones during the hours of work, including but not limited to a Bluetooth or any other device, wireless or otherwise which is considered a communication tool.

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12. Greeters may **NOT** accept tips or any other financial compensation from visitors while working.
13. As a condition to participating in this program, Tourism will provide training prior to beginning work. Attendance at the training is mandatory. Greeters shall attend any additional training as required by or provided by Tourism.
14. In addition to this agreement, the Greeter will sign the general release of liability, which is attached as Addendum I. The Greeter agrees to indemnify, defend and hold the Government harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses and cause of action of whatsoever character which the Government may incur sustain, or be subjected arising out of or in any way connected to the services to be performed by the Greeter under this agreement and arising from any cause except the sole negligence of the Government.
15. The Greeter will provide the services described in Addendum II (Scope of Service) attached hereto and made a part of this contract.
16. Tourism may modify or amend this agreement in writing by providing the Greeter at least seven (7) days' notice.
17. This Agreement contains all the terms and conditions of the Greeter's participation in the Department of Tourism Greeters program, subject to paragraph 15 above.
18. This Agreement is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

[INTENTIONALLY LEFT BLANK-SIGNATURES FOLLOW]

The parties have hereunto set their hands on the day and year set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS

J.B. _____ 8/21/2024
Joseph B. Boschulte, Commissioner Date
Department of Tourism

INDEPENDENT CONTRACTED GREETER

Dean Aubain _____ 7-19-24
Dean Aubain Date

APPROVED **DISAPPROVED**

By: Department of Property and Procurement

Lisa Alejandro _____
Lisa Alejandro
Commissioner

Date: 9/6/2024

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